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Remarks

In this response, claims 1-9, 11-15, and 17-20 are presented for examination.

I. Claim Rejections: 35 USC § 102

Claims 11-13 are rejected under 35 USC 112, second paragraph, as not having antecedent basis for "the data object." Claims 11-13 are amended to cure this rejection.

II. Claim Rejections: 35 USC § 103(a)

Claims 1-4, 6-9, and 11-13 are rejected under 35 USC § 103(a) as being unpatentable over ADEPT (references A, B, D, E) in view of "Architecting Cross-Organizational B2B Integration" (Schulz). For at least the following reasons, Applicants respectfully traverse.

Claim 1 recites a business process that includes templates having "definitions and a sharing scope that is one of public and process role specific." Claim 1 then recites further recitations regarding these same templates: "specifying the sharing scope of at least one template to keep data private between the first and second collaborative process managers." In other words, the claim recites a specific method that uses templates for keeping data private between two collaborative process managers. The Office Action argues that these recitations are taught or suggested in Reference E. Applicants respectfully disagree.

The Office Action cites SLA templates on page 156 of Reference E and then cites page 168, bullets 3-6. These sections of Reference E are not combinable as argued in the Office Action. Page 156 discusses templates used for Service Level Agreements (SLA). Templates for SLAs specify "names of the client and server, the name of the service, the price of the service, and the time at which the service is to be provided" (see p. 155). These templates also specify "service quality and volume" (see p. 155). Nowhere does Reference E teach or even suggest that SLA templates are used "specifying the sharing scope to keep data private" between two parties. In other words, claim 1 recites a specific method that uses templates for keeping data private between two collaborative process managers. By contrast, Reference E teaches using templates for certain terms (name of parties, price, time) in service level agreements. **These two uses for templates are**

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completely different. In other words, the claim recitations regarding templates is completely different than uses of templates as Service Level Agreements.

Page 168 of Reference E teaches that a communication channel between two agents is private when the two agents are negotiating. In other words, if agent A is negotiating with agent B, the communication channel between agents A and B is private. This section of Reference E has nothing to do whatsoever with the SLA templates previously discussed in Reference E. This section of Reference E also has nothing to do whatsoever with the recitations of claim 1 (namely, using templates for keeping data private between two collaborative process managers).

Applicants further respectfully argue that the Office Action is combining two disparate sections of Reference E and no motivation or suggestion exists for such a combination and/or modification.

For at least these reasons, claim 1 and its dependent claims are allowable over the art of record.

III. Claim Rejections: 35 USC § 103(a)

Claim 5 is rejected under 35 USC § 103(a) as being unpatentable over ADEPT (references A, B, D, E) in view of Schulz and WFMC. For at least the reasons given in connection with independent claim 1, dependent claim 5 is allowable.

IV. Claim Rejections: 35 USC § 103(a)

Claims 14-15 and 17-20 are rejected under 35 USC § 103(a) as being unpatentable over ADEPT (references A, B, D, E) in view of WFMC. For at least the following reasons, Applicants respectfully traverse.

The Office Action makes the following admission: "ADEPT does not expressly teach that the system comprises an out-of-order handler mechanism ... when messages are not out of order continuing the execution as claimed" (OA at p. 28: portions omitted for brevity). Applicants **agree** with this admission. The Office Action attempts to cure these deficiencies with WFCM. Applicants respectfully disagree.

The WFCM is directed to internet messaging. More specifically, the WFCM is directed to a very special type of email messaging called Multipurpose Internet Mail

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Extension (MIME). By complete contrast, ADEPT never discusses or even suggests using MIME between "two collaborative process managers."

The Office Action combines five **different references** to allegedly obviate the claims. Applicants respectfully assert that the Examiner is using knowledge of Applicants' invention and then performing hindsight reconstruction to show the various claim elements. In other words, the Office Action is picking and choosing teachings from numerous isolated references. On this subject, the case law is clear: One cannot use hindsight reconstruction to pick and choose among isolated disclosures in the prior art to deprecate the claimed invention. *In re Fine*, 837 F.2d 1071, 5 U.S.P.Q.2d 1596 (Fed. Cir. 1988).

For at least these reasons, a *prima facie* case of obvious has not been established. Applicants further respectfully argue that no motivation or suggestion exists to combine numerous unrelated sections of numerous references to allegedly obviate the claims.

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